

1 THOMAS E. WINNER, ESQ.  
2 Nevada Bar No. 5168  
3 MATTHEW J. DOUGLAS, ESQ.  
4 Nevada Bar No. 11371  
5 PHIL W. SU, ESQ.  
6 Nevada Bar No. 10450  
ATKIN WINNER & SHERROD  
1117 South Rancho Drive  
Las Vegas, Nevada 89102  
Phone (702) 243-7000  
Facsimile (702) 243-7059

7 *Attorneys for GEICO Indemnity Company*

8  
9  
10 UNITED STATES DISTRICT COURT  
11  
12 DISTRICT OF NEVADA

13  
14 GEICO INDEMNITY COMPANY,  
15 Plaintiff,  
16  
17 vs.  
18 STEVEN GOLDSTEIN, as Special  
19 Administrator of the Estate of THOMAS  
20 JOSEPH MEYERS, and DOES I through V,  
21 Defendants.  
22  
23 *Consolidated With:*  
24  
25 CAROLYN MARIE MANN, Individually  
and as Special Administrator of the  
ESTATE OF DAVID ANTHONY MANN  
and as Assignee of the claims of STEVEN  
GOLDSTEIN, as Special Administrator of  
THE ESTATE OF THOMAS JOSEPH  
MEYERS,  
26 Plaintiff,  
27 vs.  
28 GEICO INDEMNITY COMPANY,  
29  
30 Defendant.

CASE NO.: 2:15-cv-00340-APG-PAL

(Sub-Case 2:12-cv-02166-APG-CWH)

**STIPULATION AND PROTECTIVE  
ORDER REGARDING CONFIDENTIAL  
DOCUMENTS PRODUCED BY  
PLAINTIFF/DEFENDANT GEICO  
INDEMNITY COMPANY**

**STIPULATION TO PROTECTIVE ORDER**

IT IS HEREBY STIPULATED by and between all parties: Plaintiff/Defendant GEICO

1 Indemnity Company, Defendant Steven Goldstein, and Plaintiff Carolyn Mann, through their  
2 respective attorneys of record, as follows:

3       1. The parties agree that certain documents and data produced in this litigation contain  
4 confidential information. A document containing confidential information shall be designated by  
5 marking the document with a watermark indicating "Proprietary or Confidential Information -  
6 Subject to Protective Order, Case No. 2:15-cv-00340-APG-PAL."

7       2. Except as otherwise provided in this stipulation or by further order of the court, all  
8 documents designated confidential shall be used only for purposes of this litigation and shall be  
9 disclosed only to the parties and their attorneys (including secretarial and legal staff); and to any  
10 consultant retained by the parties as a potential or actual expert witness in this litigation. All such  
11 individuals who are given access to the Confidential Information must first agree to be bound by  
12 the terms of this Stipulation and Protective Order by signing the "Acknowledgement of  
13 Stipulated Protective Order," attached as Exhibit A to that Order.

14       3. For any deposition transcript that contains testimony concerning Confidential  
15 Information, or which includes any document containing Confidential Information that is marked  
16 as an exhibit, each such deposition shall be designated as "Subject to Protective Order, Case No.  
17 2:15-cv-00340-APG-PAL" on the record during said deposition, placed under seal, and shall  
18 be subject to the terms of the Stipulated Protective Order.

19       4. When this litigation is concluded by judgment, settlement, dismissal or otherwise, the  
20 provisions of this protective order shall remain in effect and each such confidential document  
21 (and all copies thereof) shall be returned within forty-five (45) days of conclusion of the case to  
22 counsel for the party that produced the confidential document.

23       5. All documents so marked confidential may be referred to or incorporated in briefs,

1 affidavits, or other documents filed with the court provided that such documents are either: (1)  
2 filed with the Clerk of Court under seal and prominently marked "Proprietary or Confidential  
3 Information - Subject to Protective Order Case, No. 2:15-cv-00340-APG-PAL"; and (2) in a  
4 manner pursuant to United States District Court Nevada Local Rule 10-5(b).  
5

6. The stipulation/protective order shall remain in effect until further order of the court.

7 DATED this 12 day of September, 2015.

8 DATED this 12 day of September, 2015.

9  
10 ATKIN WINNER & SHERROD

11 THE HOWARD LAW FIRM

12 THOMAS E. WINNER, ESQ.  
Nevada Bar No. 5168  
13 MATTHEW J. DOUGLAS, ESQ.  
Nevada Bar No. 11371  
14 PHIL W. SU, ESQ.  
Nevada Bar No. 10450  
15 1117 South Rancho Drive  
Las Vegas, Nevada 89102  
16 *Attorneys for GEICO Indemnity Company*

17 JAMES W. HOWARD, ESQ.  
Nevada Bar No. 4636  
1835 Village Center Circle  
18 Las Vegas, Nevada 89134  
19 *Attorneys for Steven Goldstein*

20 DATED this 23 day of September, 2015.  
21 LAW OFFICE OF WILLIAM R. BRENSKE

22 WILLIAM R. BRENSKE, ESQ.  
Nevada Bar No. 1806  
23 JENNIFER R. ANDREEVSKI, ESQ.  
Nevada Bar No. 9095  
24 630 S. Third Street  
Las Vegas, Nevada 89101  
25 *Attorneys for Carolyn Mann*

1 **STIPULATED PROTECTIVE ORDER REGARDING CONFIDENTIAL DOCUMENTS**2 **United State Federal District Court, District of Nevada**3 **Case No.: 2:15-cv-00340-APG-PAL**

4 The parties, Plaintiff/Defendant GEICO Indemnity Company; Defendant Steven  
 5 Goldstein; and Plaintiff Carolyn Mann, by and through their respective counsel of record,  
 6 acknowledge that certain documents produced in the subject consolidated action contain  
 7 confidential information including, but not limited to, trade secrets; confidential research,  
 8 development or commercial information; financial information; process and training materials;  
 and other sensitive, non-public information (collectively, "Confidential Information").

9 The Court, being advised of the agreement of the parties to the entry of this Stipulated  
 10 Protective Order, HEREBY ORDERS AS FOLLOWS:

11 1. This Stipulated Protective Order shall apply to all confidential information, properly  
 12 designated as described in Paragraph 4, which is produced in this litigation.

13 2. In connection with discovery proceedings in the Litigation, any party to the Litigation  
 14 (the "Designating Party") shall have the right to designate as "Confidential" any testimony,  
 15 documents, and other material containing Confidential Information, the disclosure of which in a  
 16 manner other than that specified herein the Designating Party in good faith believes would  
 17 present a significant risk of injury to the legitimate business interests of the disclosing party or a  
 18 significant risk of injury to any other legitimate interest. Such Confidential Information includes,  
 19 but is not limited to, proprietary trade secrets; all materials reflecting, referring to or evidencing  
 20 any information deemed confidential by local, state, or federal statute, ordinance, regulation, or  
 21 other law; confidential non-public business plans or forecasts; confidential non-public financial  
 22 plans and forecasts; all private or sensitive commercial, financial, personal or personnel  
 23 information; confidential non-public underwriting and rating information; training manuals,  
 24 guidelines and other proprietary process documentation; and confidential research and  
 25 development information. Confidential Information also includes, but is not limited to, personal  
 26 information such as a person's social security number, medical records, personnel file, bank  
 27 records, tax records and other sensitive non-public information. Confidential Information may  
 28

1 take the form of, but is not limited to, (a) documents, interrogatories, requests for admission, and  
2 answers and responses thereto; (b) transcripts of depositions and exhibits thereto; and (c) all  
3 copies, abstracts, excerpts, analyses, and complete or partial summaries prepared from or  
4 containing, reflecting, or disclosing such Confidential Information.

5 3. Confidential Information may be disclosed only to "Qualified Persons," as that term is  
6 defined in Paragraph 5 below, and used only in connection with this litigation and for no other  
7 purpose. All Qualified Persons receiving Confidential Information shall be bound by the terms of  
8 this Stipulated Protective Order.

9 4. Any document, material, or information to be designated as Confidential Information  
10 must be so designated by stamping or marking the document, material or information  
11 "Proprietary or Confidential Information - Subject to Protective Order Case, No. 2:15-cv-  
12 00340-APG-PAL" or with a substantially compliant designation.

13 5. Confidential Information may be disclosed to or made available by counsel of record  
14 for the party receiving such information only to Qualified Persons. For the purpose of this  
15 Agreement, the term "Qualified Persons" means:

16 (a) this Court (and any appellate court), including court personnel, jurors and alternate  
17 jurors;

18 (b) court reporters;

19 (c) the named parties or the officers, employees, or principals of a party, who are actually  
20 assisting counsel in the consideration or prosecution of the claims, or the defense thereof,  
21 asserted in the Litigation;

22 (d) counsel to the named parties to the Litigation, associate attorneys, paralegal, clerical,  
23 secretarial, and other staff employed by such counsel, or copy service personnel responsible for  
24 copying documents or materials in connection with the Litigation, who such counsel shall  
25 determine have a need to have access to such information; and

26 (e) independent outside experts, advisors or consultants (other than employees, officers,  
27 or directors of any party) retained by counsel of record in the Litigation.

1       6. Prior to any disclosure of Confidential Information to any Qualified Person defined in  
2 paragraphs 5, counsel of record for the party proposing to make such disclosure shall ensure that  
3 a copy of this Stipulated Protective Order has been delivered to such person, and shall obtain that  
4 person's written agreement to be bound by the terms of this Stipulated Protective Order and  
5 consent to the Court's jurisdiction for purposes of enforcing this Stipulated Protective Order. The  
6 requirements of obtaining such written agreement may be satisfied by obtaining the signature of  
7 any such person on a copy of Exhibit A to this Stipulated Protective Order, after having had  
8 such person read this Stipulated Protective Order. Counsel of record for each party shall maintain  
9 a list of the names of all persons to whom such documents or information is disclosed.

10     7. All Qualified Persons who have received Confidential Information pursuant to this  
11 Stipulated Protective Order shall safeguard such information so as to avoid any disclosure of that  
12 information, except as provided in this Stipulated Protective Order.

13     8. Any party to the Litigation to whom Confidential Information is produced or disclosed  
14 may object to the "Confidential" designation. The objection shall be made in writing to counsel  
15 for the Designating Party. Counsel shall confer in good faith in an effort to resolve any dispute  
16 concerning such designation. Should the parties be unable to reach an agreement regarding any  
17 dispute concerning the "Confidential" designation, the party which designated the document as  
18 "Confidential" shall file a Motion with the Court to have the issue concerning the objection to  
19 the "Confidential" designation ruled upon. In the event of a motion concerning the designation of  
20 information as "Confidential," all materials the designation of which is so objected to shall  
21 continue to be treated as Confidential Information until the Court rules to the contrary.

22     9. The fact that a document or information has been designated as "Confidential" shall  
23 not create a presumption that the document or information is, in fact, confidential or is entitled to  
24 protection by this Protective Order. It shall be the burden of the party claiming the information is  
25 Confidential to prove to the satisfaction of the Court that it is Confidential and entitled to  
26 protection.

27     10. Documents, depositions, or other materials designated as "Confidential" shall be used  
28

1 by the persons receiving them only for the purpose of preparing for and conducting the  
2 Litigation. Any use or disclosure of such documents, materials or information for any other  
3 purposes is a direct violation of this Stipulated Protective Order.

4 11. All Confidential Information, and all copies thereof, shall be returned to counsel for  
5 the Designating Party producing such documents within forty-five (45) days after the final  
6 conclusion of the Litigation, including appeals. Counsel for the parties, may, within sixty (60)  
7 days following the final conclusion of the Litigation, including appeals, and with notice to the  
8 other parties who may object within seven (7) days thereof, withdraw all documents containing  
9 Confidential Information that have been filed with the Court to the extent permitted to do so by  
10 the Court and the Clerk of the Court.

11 12. The inadvertent production of any Confidential Information during discovery in this  
13 action without a designation as provided herein, or the inadvertent production of any document,  
14 material, or other information, not intended to be produced (e.g. due to a claim of privilege),  
15 shall be without prejudice to any later claim that it is Confidential Information, or should be  
16 withheld from production on the basis of privilege and no party shall be held to have waived  
17 future assertion of any rights by such inadvertent production. However, disclosure of the material  
18 by the other party prior to such designation is not a violation of this Protective Order.

19 13. Nothing in this Stipulated Protective Order shall prejudice the right of any party to  
20 make any use of or disclose to any person any material it has designated as Confidential  
21 Information, without prior court order, or to waive the provisions of this Stipulated Protective  
22 Order with respect to any Confidential Information.

23 14. Nothing in this Stipulated Protective Order shall constitute or be used by any party as  
24 an "admission by party opponent."

25 15. This Stipulated Protective Order does not control the treatment of Confidential  
26 Information at trial. The parties agree to address the treatment of Confidential Information at trial  
27 by appropriate request to the Court at the time of trial.

28 16. The Federal District Court of Nevada shall retain jurisdiction to enforce this

1 Protective Order and decide any issues related to or arising from it. The provisions and terms of  
2 this Stipulated Protective Order shall survive the termination of the Litigation unless the Order is  
3 terminated or modified in writing by the parties or by further Order of this Court after notice and  
4 hearing.

5 IT IS SO ORDERED this 27th day of October, 2015.

6   
7 United States Magistrate Judge

8 APPROVED:

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ATKIN WINNER & SHERROD LLP  
A NEVADA LAW FIRM

ATKIN WINNER & SHERROD  
A NEVADA LAW FIRM

1 DATED this 19 day of September, 2015.

2 ATKIN WINNER & SHERROD

3

4

5 THOMAS E. WINNER, ESQ.  
6 Nevada Bar No. 5168  
7 MATTHEW J. DOUGLAS, ESQ.  
8 Nevada Bar No. 11371  
9 PHIL W. SU, ESQ.  
Nevada Bar No. 10450  
1117 South Rancho Drive  
Las Vegas, Nevada 89102  
10 Attorneys for GEICO Indemnity Company

DATED this 12 day of September, 2015.

THE HOWARD LAW FIRM

JAMES W. HOWARD, ESQ.  
Nevada Bar No. 4636  
1835 Village Center Circle  
Las Vegas, Nevada 89134  
11 Attorneys for Steven Goldstein

12 DATED this 23 day of September, 2015.

13 LAW OFFICE OF WILLIAM R. BRENSKE

14

15

16 WILLIAM R. BRENSKE, ESQ.  
17 Nevada Bar No. 1806  
18 JENNIFER R. ANDREEVSKI, ESQ.  
19 Nevada Bar No. 9095  
630 S. Third Street  
Las Vegas, Nevada 89101  
10 Attorneys for Carolyn Mann

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT OF STIPULATED PROTECTIVE ORDER**

3 *GEICO Indemnity Company v. Steven Goldstein, et. al*

4 AND

5 *Carolyn Mann, et. al v. GEICO Indemnity Company* (consolidated)

6 In the United States District Court, District of Nevada,

7 Case No. Case No: 2:15-cv-00340-APG-PAL

8 Sub-Case No: 2:12-cv-02166-APG-CWH

9 I, \_\_\_\_\_, acknowledge that I have received and reviewed a copy of  
10 the Stipulation and Protective Order Regarding Confidential Documents, entered by the Court on  
11 this \_\_\_\_ day of \_\_\_\_\_, 2015, in the above-entitled action. I understand the terms of  
12 the Agreed Stipulation and Protective Order and agree to be bound by its terms.

13 DATE: \_\_\_\_\_

14 \_\_\_\_\_  
15 Signature

16 \_\_\_\_\_  
17 Name (printed)

18 \_\_\_\_\_  
19 Business address